

GARY GUILD PROPOSED ALTERATIONS 3/24/09
ARTICLE VI – EMPLOYEE SECURITY

1. There shall be no dismissals except for just and sufficient cause.
2. (a) The Publisher shall retain full authority and discretion to determine the size of the staff, but dismissals for economy shall be made only when stringent conditions exist and only after consultation with the standing committee of the Guild. The parties recognize the Publisher's right to reduce the force for reasons of economy. Such layoffs shall occur ~~when the Publisher determines necessary, provided they are carried out~~ in accordance with this Agreement. For the purpose of this Agreement, the term "lay-off" refers to the dismissal of an employee(s) as a result of a reduction in force.

(b) The Publisher agrees to give the Guild ~~two (2)~~ six (6) weeks' notice of its intention to effect layoffs, stating the classifications of the affected employees. During the ~~two (2)~~ six (6) week period of such notice, the Publisher shall meet with the Guild and consider any suggestions made by the Guild with a view to reducing or avoiding such layoffs. Within the ~~two (2)~~ six (6) week period, any employee in a classification affected may indicate to the Guild a willingness to resign voluntarily without affecting his/her right to severance pay under Article VIII of this Agreement, provided the total of such resignations shall not exceed the number of such jobs affected in a given classification. At the end of the ~~two (2)~~ six (6) week notice period, such number of employees to be laid off, after the impact of any such resignations and/or implementation of any alternative dismissals have been assessed, shall be notified. Such layoff shall be made effective two (2) weeks after the notice is given to the affected employee.

Layoffs shall be based on reverse order of job classification of seniority within sections of the editorial department, namely: news, sports, features, photographic, library, and copy desk. Provided that in cases where an employee has been transferred between sections of the editorial department, the employee may claim the employee's total seniority in the department. Sun-Times bumping language:

Employees to be dismissed to reduce the force for economy reasons may elect to bump into a lower classification in which the employee worked or in which the employee is presently qualified to perform the available work, provided the employee has greater seniority than the least senior employee in the lower classification in which the employee worked or in which the employee is presently qualified to perform the available work, provided the employee has greater seniority than the least-senior employee in the new classification.

Waukegan bumping language

Any employee laid off from a classification who has been promoted or transferred from another classification or who possesses adequate previous experience or training to perform work in another classification, may "bump" into that classification. Upon bumping into that classification, the employee shall be placed on that classification seniority list according to the employee's company seniority. The least senior employee will be bumped from that

classification and subsequently laid off, or may exercise similar bumping rights if the employee meets the qualifications of this section.

3. Rehiring lists shall be compiled by seniority for departments and sections herein named.

(a) Each employee dismissed to reduce the force, or who voluntarily resigns under the terms of this article, shall be placed on a rehiring list for a period of thirty-six (36) months and shall be rehired according to seniority for the same or comparable jobs when such openings occur. Publisher agrees to notify the Guild of intent to hire for a position within the thirty-six (36) month period for which an employee eligible for rehire, and provide a letter indicating when the contacted employees on the rehire list. Time spent on a rehiring list by a dismissed employee shall not constitute a break in continuity of service. Employees who have bumped into lower classifications may return to their former classification when job openings occur in the former classification in order of seniority along with employees who have been dismissed or who have voluntarily resigned to reduce the force (while such employees are on a rehiring list).

(b) A laid-off employee, or one who voluntarily resigns under the terms of this Article, has a two-week period to accept an offer to be rehired. Offers of rehire shall be made on a seniority basis to individuals on the rehire list when jobs for which they are currently qualified are being filled. If such rehired employee does not report back to work within one month of his initial notice, unless precluded from doing so for bonafide reasons, such as temporary physical or mental disability, such employee's name shall be dropped from the rehire list. Either period of time may be extended by mutual consent.

4. There shall be no dismissals as a result of putting this Agreement into effect. In the event new or modified processes or equipment are introduced employees shall be trained in the operation of new or modified processes or equipment. A labor-management committee with equal representation shall be formed and meet at least quarterly, or within ten (10) days of written request for a meeting by either party, to discuss problems associated with introduction of new or modified processes or equipment.

5. There shall be no discrimination in hiring, or dismissal or other discrimination against any employee or prospective employee by the Guild or the Publisher because of membership, non-membership or activity in the Guild, or because of age, sex, sexual orientation, race, creed, color or national origin. *odd omission in last contract*

6. Employees may engage in work outside of their hours, provided such work is not directly competitive to the Publisher. Post-Tribune employees under Guild jurisdiction must be free of any conflict of interest, real or as may be perceived by the public.

7. Employees shall not be required to handle work destined for struck departments or shops of any Publisher.

8. Assignments and Transfers:

- (a) Nothing in this agreement shall prohibit the Publisher from assigning an employee to a specific department provided that the employee's job classification (copy/design editor, reporter/writer, sub-editors, photographer, librarian, clerk, editorial assistant, senior clerk, editorial artist) is not changed at the time of the assignment. When such an assignment is made, there shall be no reduction in salary or impairment of benefits for the employee involved. An employee so assigned shall be given advance notice of the assignment of at least seven (7) days, unless the assignment involves a change in work hours or work days, in which case advance notice of fourteen (14) days shall be given, or the employee agrees to an earlier date.
- (b) No employee shall be transferred or promoted without the employee's consent to another job classification as described in Paragraph (a) above. If such an employee is so transferred or promoted, the Publisher may, within ninety (90) calendar days of such transfer or promotion, move the employee involved back to the position, salary and benefit level held prior to the transfer or promotion. If the employee returns to the position from which the employee was transferred or promoted by the Publisher, the employee shall then receive the salary the employee would be entitled to if the employee had never been transferred or promoted. The employee's period of service in the position the employee was transferred or promoted to shall be counted for all purposes as service in the position from which the employee was originally transferred or promoted.
- (c) No employee shall be transferred by the Publisher to another enterprise in the same city, or to another city, whether in the same enterprise or in other enterprises conducted by the Publisher, or a subsidiary, related or parent company of the Publisher, without the employee's consent. However, this shall not prohibit the Publisher from transferring employees to or from offices in Lake, Porter and LaPorte counties. The Publisher will, however, endeavor to seek employees willing to accept such transfer to said offices.
- (d) Should an employee agree to a transfer outside Lake, Porter or LaPorte counties, the Publisher shall pay all reasonable transportation and moving expenses for said employee and family. There shall be no reduction of salary or other benefits as a result of such transfer. An employee shall not be penalized for refusing to accept such transfer.
- (e) Notwithstanding any other provision of this Section 8, the Publisher may designate three (3) full-time employees as combination reporter/writer-copy/design editor. Such employees shall be hired as either a reporter/writer or a copy/design editor. No employee hired as a reporter/writer shall be discharged for incompetence as a copy/design editor, and no employee hired as a copy/design editor shall be discharged for incompetence as a reporter/writer.

For purposes of Section 3 of this Article VI, employees designated as a reporter/writer-copy/design editor shall be grouped with the reportorial section if hired as a reporter/writer and with the copy desk if hired as a copy/design editor.

- (f) The Publisher shall conspicuously post notice of openings for all jobs covered by this Agreement. These jobs shall not be filled until employees have had five (5) business days to make an application. Current employees qualified to perform the posted job shall be given preference over non-employees for those positions.
- 9. In case of dismissal for cause, as distinguished from a layoff, the employee and the Guild shall receive twenty-four (24) hours advance notice in writing, except where circumstances do not reasonably allow for such notice.
- 10. A new employee with less than ninety (90) days of full-time continuous service may be discharged without advance notice and the dismissal will not be contested by the Guild.
- ~~11. Nothing in this Agreement shall prohibit the Publisher from continuing the practice of using reporter correspondents.~~

GARY GUILD PROPOSED ALTERATIONS 3/24/09 ARTICLE VIII – SEVERANCE

When an employee, other than a part-time worker, who has served the Publisher more than six (6) consecutive months in the employee's latest period of employment is laid off, the employee shall be paid in addition to the sum otherwise due the employee, one (1) week's pay for each ~~twenty (20)~~ sixteen (16) weeks or fraction thereof in such service to the Publisher since February 2, 1998. In any case the maximum of such dismissal compensation is not to exceed an amount equivalent to fifty-two (52) weeks' pay. Such dismissal compensation shall be computed at the highest established rate of pay received by the employee during the previous six (6) months. Such payment also shall be made to such employee whose service is terminated because of permanent physical or mental disability; provided such amount shall be reduced by a like amount received by this permanently physically or mentally disabled person from Social Security disability payments accrued during that same time period represented by severance, which prevents them from performing the essential functions of their job.